

Floyd Co.

Teamsters #238 (Roads)

7/1/2006 6/30/2009

FLOYD CO. / TEAMSTERS #238 (ROADS) 06-09

AGREEMENT

between

**FLOYD COUNTY, IOWA
SECONDARY ROAD DEPARTMENT**

and

**TEAMSTERS LOCAL UNION NO. 238,
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN & HELPERS
OF AMERICA**

July 1, 2006 to June 30, 2009

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AGREEMENT

THIS AGREEMENT entered into this **1st day of July, 2006**, by and between FLOYD COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 238, Mason City, Iowa, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Floyd County Secondary Road Department, including all regular full-time and regular part-time Laborers, Equipment Operators, Motor Grade Operators, Truck Operators and Mechanics as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3271, dated October 20, 1986, which excludes the County Engineer, Foremen, Engineering Assistants, Office and Clerical employees, all professional, supervisory, and confidential employees, and all other employees excluded by Section 4 of the Public Employment Relations Act.

The Employer and the Union agree that neither party will negotiate nor make any collective bargaining agreements covering employees in the above bargaining unit unless it is through the duly authorized representative(s) of the Employer and the Union.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

The Employer agrees that it will not sponsor or promote financially any group or labor organization for the purpose of undermining the Union.

The parties agree that exceptions to this agreement may be necessary in order to comply with the Americans With Disabilities Act.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 EMPLOYER RIGHTS

Except as expressly abridged in this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to: direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in positions within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer, initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the Public Employer by law.

ARTICLE 5 GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal.

An employee shall discuss a complaint or problem orally with the employee's Foreman within a forty-eight (48) hour period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1.

If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer or his designated representative within twenty-four (24) hours following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts and witnesses as they know them to be. Within ten (10) days after this Step 1 meeting, the Engineer or his designated representative will answer the grievance in writing.

Step 2.

Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seventy-two (72) hours after the date of the Engineer's or his designated representative's answer given in Step 1.

An aggrieved employee may elect to have a Union representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the American Arbitration Association to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be divided equally between the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

ARTICLE 6 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours or work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The workweek starts at 12:01 AM on Saturday and ends at 12:00 Midnight the following Friday. The normal work hours shall be from 7:00 AM to 3:30 PM Monday through Friday.

During the normal day, the Employer will grant a one-half (1/2) hour unpaid lunch period scheduled from 12:00 Noon to 12:30 PM. A twenty (20) minute rest period will be granted in the morning. The aforementioned prescribed times and arrangements for lunch and rest periods may vary.

Overtime.

Overtime shall be paid for at the rate of time and one-half (1 ½) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek. An employee shall be paid time and one-half (1 ½) for all hours worked on Saturday and double time for all hours on Sunday.

Upon written request, employees will be allowed to receive compensatory time in lieu of cash for overtime worked. The employee will be able to accumulate up to twenty-four (24) hours of compensatory during the fiscal year. Any accrued but unused compensatory time shall be paid in cash to the employee in the last pay check of the fiscal year.

At any time overtime is to be worked, it shall be divided as equally as possible within each classification. An employee offered overtime and declines or is unavailable will be charged an equal number of hours. County will post overtime and turndown totals every month and send to all sheds.

Paid leaves, holidays, and vacation time shall not be counted as working time for the purpose of determining overtime.

Call Time.

Any employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay, unless such call back is two (2) hours or less prior to the employee's regular shift. Call back does not apply where an employee is ordered to work beyond the employee's regular shift.

The Employer agrees that no full-time employee will be laid off while part-time employees are working.

ARTICLE 7 SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

A new employee shall serve a probationary period of six (6) consecutive months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure.

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement. When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least seniority in the job classification affected will be removed first, provided the employee is qualified and able to perform the work available, in the judgment of the Employer. The employee removed can then replace the least senior employee in any lower job classification, provided the employee is qualified and able to perform the work available. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lost all seniority rights under this Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on sick leave or unpaid leave of absence or giving false reason for obtaining a leave of absence.
- (d) Failure to report for work at the end of a leave of absence.
- (e) Failure to report to work within seven (7) days after receipt of certified Email notification to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (f) Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- (g) Employee retires.
- (h) An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 8 PROMOTIONS

No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of three (3) workdays and present employees have had the opportunity to apply for such positions.

The most senior applicant whose job performance, ability and qualifications meet the Engineer's requirements will be given a trial period of no less than ten (10) days and no more than thirty (30) days. In the event an employee is unable to perform the work to the Engineer's satisfaction during the trial period, the employee shall be returned to his/her previous or as near to his/her status and pay rate, as can be arranged. An employee working in a trial position shall be paid the rate of pay of that position from the beginning of the trial.

ARTICLE 9 LEAVES OF ABSENCE

All regular full-time employees shall be eligible for leaves of absence after completing their probationary period.

Injury or Illness Leave – Non Work Related (NWRIL).

Full-time secondary road employees will earn NWRIL leave at the rate of two (2) days per month. Existing full-time employees may accumulate NWRIL leave days to a maximum of **one hundred twenty (120)** working days. When NWRIL leave is taken, it will be earned back at the above rate to the maximums. In order for the employee to qualify for the accumulation of NWRIL leave, the NWRIL leave must be used continuously. If it is necessary to be absent due to NWRIL illness or injury, the employee will notify the department head immediately. The employee must state the nature of the illness or injury, doctor's name (if an appointment), and estimated time of absence, if known. The purpose of the NWRIL leave is to provide an income to the employee through a period of illness or injury which is not job related. NWRIL leave is not to be used as vacation time, work related injury or illness time, random leave, funeral leave, termination or retirement benefits. When an absence chargeable to NWRIL leave exceeds the accumulated NWRIL leave, the additional time shall be first charged against vacation time, if any exists. If the absence continues beyond the limit of earned NWRIL leave, vacation time and/or random leave, the employee may be granted unpaid leave.

Up to a maximum of five (5) working days of NWRIL leave may be taken without a doctor's signed statement as unexcused NWRIL leave. Up to three (3) days of NWRIL leave may be carried over from one year to the next, up to a maximum of eight (8) days. The employee must fully explain the illness, doctor's name if used, etc. on their time sheet in order to

qualify for unexcused or excused NWRll leave. Doctor and dentist's appointments will not qualify for an excused NWRll leave. To qualify for excused NWRll leave, the employee must have a doctor's signed statement indicating the NWRll leave used or needed and the nature of the illness.

The employee, at his/her option, may supplement his/her Workers Compensation check with accumulated NWRll. The employee who elects this option will turn his/her Workers Compensation check over to the Employer and will receive his/her full paycheck. The employee's accumulated NWRll will be reduced on a pro rata basis with a minimum increment of one (1) hour.

The first two (2) days off work because of an on-the-job injury will not be paid until the account is closed or the employee is off work for over ten (10) days, whichever occurs sooner.

Effective July 1, 2006 through June 30, 2007, an employee may use up to three (3) days of NWRll to care for an ill or injured immediate family member. An immediate family member is defined as a parent, spouse, or child. Effective July 1, 2007, an employee may use up to four (4) days of NWRll to care for an ill or injured immediate family member.

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence, without loss of seniority, for the duration of their illness or injury or up to six (6) months, whichever is shorter.

Family Death.

In the event of death of a regular full-time employee's parent, parent-in-law, spouse or child, said employee shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions. In the event of death of a regular full-time employee's brother, sister, **or grandchild**, said employee shall be granted up to three (3) days leave of absence with pay for attendance at the funeral and other related functions. In the death of a brother-in-law, sister-in-law, or grandparent, an employee may be allowed time off with pay, not to exceed one (1) day. In the death of other relatives or close friend, an employee may be allowed time off with pay not to exceed one (1) day or two (2) ½ days per year.

The employee shall notify the County Engineer or his designated representative prior to attending a funeral. Any additional time off needed may be deducted from the employee's vacation or random leave time, if available.

Military Leave.

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

Jury Duty Leave.

Any full-time employee who is selected for jury duty shall receive paid leave of absence for the time spent on such duty. Compensation received by the employee from the court will be turned over to the Auditor, with the exception of meal or travel expenses incurred by the employee. When released from duty during working hours, the employee will report to work within two (2) hours.

Unpaid Leave of Absence.

An unpaid leave of absence may be granted by the County Engineer for a period not to exceed six (6) months duration for illness and other legitimate reasons. While on an unpaid leave, an employee:

- (a) receives no compensation or benefits;
- (b) does not earn vacation or NWRIL leave or other benefits
- (c) does not collect NWEIL leave;
- (d) does not contribute to retirement programs;
- (e) must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired.

Family and Medical Leave.

The parties agree to comply with all provisions of the Family and Medical Leave Act.

ARTICLE 10 VACATIONS

Regular full-time employees shall be entitled to paid vacations as follows:

- After one (1) year of continuous service, five (5) working days
- After two (2) years of continuous service, ten (10) working days
- After eight (8) years of continuous service, fifteen (15) working days
- After fifteen (15) years of continuous service, twenty (20) working days

The earned days on the above schedule shall be credited to the employee's account on **the employee's anniversary date and must be used prior to the employee's next anniversary date**. Vacation shall be compulsory. Vacation time cannot be carried over from one year to the next unless approved in writing by the County Engineer.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

The scheduling of vacation leave is dependent upon the judgment and discretion of the County Engineer. The County Engineer may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments.

Upon resignation, layoff or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

An employee shall submit a request for vacation prior to the requested time off. The request shall be presented to the Foreman.

A regular full-time employee earns pro rata vacation time and pay based upon straight time hours worked.

ARTICLE 11 HOLIDAYS

Regular full-time employees, except seasonal, probationary, temporary, and part-time employees, are eligible for the following paid holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and three (3) floating (random) days.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 ½) the employee's straight time hourly rate for all hours worked, plus the holiday at said straight time rate. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. An employee on layoff or leave of absence is not eligible for holiday pay.

ARTICLE 12 EYE GLASSES

In order to promote the safety and well being of its employees, Floyd County will purchase safety glasses for its regular full-time employees who have completed their probationary period, with the following stipulations:

1. Employee must order and wear safety glasses on the job at all times in order to be reimbursed or to have any part of the costs as hereafter set out paid by Floyd County.
2. Floyd County will pay for one (1) eye examination each two (2) years.
3. Floyd County will pay for safety lenses and frames each time when needed due to vision change.
4. Employees not requiring prescription lenses may requisition new stock plano glasses and frames from the Sign and Safety Foreman.
5. Employees must have bill from optometrist broken down as follows:
 - a) prescription (employee's portion to pay);
 - b) safety lenses and frames (Floyd County's portion to pay);

- c) examination (Floyd County's portion to pay).
6. Maximum payments by the County for items 5b and 5c will be set each year and posted.

ARTICLE 13 LONGEVITY PAY

After a regular full-time employee has worked for the County Secondary Road Department for five (5) years, he/she shall receive longevity pay in addition to the regular pay scale according to the following schedule:

After five (5) continuous years of full-time employment, **ten cents (\$.10)** per hour.

After ten (10) continuous years of full-time employment, **fifteen cents (\$.15)** per hour.

After fifteen (15) continuous years of full-time employment, **twenty cents (\$.20)** per hour.

After twenty (20) continuous years of full-time employment, **twenty-five cents (\$.25)** per hour.

Maximum longevity is **twenty-five cents (\$.25)** per hour.

ARTICLE 14 INSURANCE

The Employer agrees to pay the single premium for each eligible regular full-time employee for the Health and Major Medical group program in effect. The Employer agrees further that it will **pay 75% of the premium cost** for dependent coverage **and the employee will be responsible for 25% of the premium cost**. The current plan will be maintained during the term of this Agreement.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employee.

The deductibles, out-of-pocket maximums, and drug co-pays for the Floyd Co. Employee Health Plan are as follows:

<u>Year</u>	<u>Deductible</u>	<u>Out-of-Pocket Maximum</u>	<u>Prescription Co- Pay*</u>
January 1, 2007	\$300 (Single)/ \$600 (Family)	\$1,500 (Single)/ \$3,000 (Family)	\$10 (Generic) \$25 (Brand)
January 1, 2008	\$400 (Single)/ \$800 (Family)	\$1,500 (Single)/ \$3,000 (Family)	\$10 (Generic) \$25 (Brand)
January 1, 2009	\$500 (Single)/ \$1,000 (Family)	\$1,500 (Single)/ \$3,000 (Family)	\$10 (Generic) \$25 (Brand)

***The Prescription drug co-pay will not be applied to the deductible or out-of-pocket maximum.**

ARTICLE 15 DUES CHECKOFF AND INDEMNIFICATION

The County agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues or initiation fees from the wages of any employee in the bargaining unit as provided by this Section.

Check off for Credit Union.

The Employer agrees to deduct from members' paycheck authorized deductions for the Family Community Credit Union. The amount of deduction for the Credit Union can only be changed during the payroll period prior to July 1 or the payroll period prior to January 1 of any year. Same will be remitted to the Credit Union as provided above.

ARTICLE 16 STEWARDS

The County recognizes the right of the Union to designate job stewards to handle such Union business as may from time to time be delegated to them by the Union.

ARTICLE 17 DISCIPLINE

The Employer shall not discipline or discharge an employee without just cause.

ARTICLE 18 INSPECTION PRIVILEGES

With prior agreement of the Engineer or his designee, authorized agents of the Union shall have access to the County's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

ARTICLE 19 WAGES

Temporary employees are not covered by this agreement and are not entitled to any benefits under the terms of this labor agreement. If a temporary employee is put on full-time, he/she shall not have to serve a probationary period and shall be covered by the Labor Agreement currently in effect. Temporary employees must be put on full time after seven (7) months of employment in any one year, unless the employee is replacing someone on leave.

The following are the job classifications and wage rates effective this contract period:

	Start	6 month	1 year	18 mos.	2 years
<u>July 1, 2006 (4.0% ATB)</u>					
Equipment Operator I No (A) CDL	13.15	14.20	15.26	16.30	17.33
Equipment Operator II (A) CDL	13.30	14.35	15.43	16.48	17.53
Equipment Operator III Hydraulic Exc. Gen. Mech.	13.77	14.82	15.91	16.96	18.01
Equipment Operator IV Crane Diesel Mech.	13.83	14.88	16.00	17.05	18.11
<u>July 1, 2007 (4.0% ATB)</u>					
Equipment Operator I No (A) CDL	13.68	14.77	15.87	16.95	18.02
Equipment Operator II (A) CDL	13.83	14.92	16.05	17.14	18.23
Equipment Operator III Hydraulic Exc. Gen. Mech.	14.32	15.41	16.55	17.64	18.73
Equipment Operator IV Crane Diesel Mech.	14.38	15.48	16.64	17.73	18.83
<u>July 1, 2008 (3.5% ATB)</u>					
Equipment Operator I No (A) CDL	14.16	15.29	16.43	17.54	18.65
Equipment Operator II (A) CDL	14.31	15.44	16.61	17.74	18.87
Equipment Operator III Hydraulic Exc. Gen. Mech.	14.82	15.95	17.13	18.26	19.39
Equipment Operator IV Crane Diesel Mech.	14.88	16.02	17.22	18.35	19.49

Any time a certified employee works in a higher paid classification, they shall be paid the higher rate for all hours worked.

ARTICLE 20
DURATION

THIS AGREEMENT shall be effective from July 1, 2006 and shall continue to remain in full force and effect until its expiration at midnight, June 30, 2009.

Signed this 28 day of March, 2006.

FLOYD COUNTY, IOWA
SECONDARY ROAD DEPARTMENT

By Leo B. Staudt
Chairperson, County Board
Of Supervisors

By [Signature]
County Engineer

TEAMSTERS LOCAL UNION NO. 238,
an affiliated of the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
& HELPERS OF AMERICA

By [Signature]

By _____

By _____

Acknowledged by:

[Signature]
Employer Representative

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